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CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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Attorneys for Plaintiff Federal
Deposit Insurance Corporation
as Receiver of IndyMac
Bank, F.S.B.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SAU 10-00627 Doc (Ans)

FEDERAL DEPOSIT INSURANCE) Case No.:
CORPORATION AS RECEIVER OF)
INDYMAC BANK, F.S.B.,) COMPLAINT FOR:
) (1) BREACH OF CONTRACT
Plaintiff,) (2) INTENTIONAL FRAUD
) (3) BREACH OF CONTRACT
vs.)
)
FIDELITY NATIONAL TITLE)
INSURANCE COMPANY, a)
California corporation, ANDREA)
KAWAWAKI, an individual, and)
DOES 1 THROUGH 50, inclusive,)
)
Defendants.)

Plaintiff the Federal Deposit Insurance Corporation ("FDIC") as Receiver
of IndyMac Bank, F.S.B., for causes of action against Defendants Fidelity
National Title Insurance Company, Andrea Kawawaki, and Does 1 through 50
(collectively, "Defendants"), alleges as follows:

///

1 **JURISDICTION**

2 1. This Court has original jurisdiction of this civil action pursuant to
3 12 U.S.C. § 1819(b)(2)(A). As a suit brought by the FDIC, this suit is deemed
4 to arise under the laws of the United States.

5 **VENUE**

6 2. The venue of this action in this Court is proper because a substantial
7 part of the events or omissions giving rise to the claim and the injury alleged
8 herein occurred within this District.

9 **THE PARTIES**

10 3. IndyMac Bank, F.S.B. ("IndyMac") was a federally chartered
11 savings bank with its principal place of business in Pasadena, California. On
12 July 11, 2008, IndyMac was closed by the Office of Thrift Supervision and the
13 Federal Deposit Insurance Corporation was appointed as Receiver pursuant to
14 12 U.S.C. § 1464(d)(2)(A) and 12 U.S.C. § 1821(c)(5). The FDIC has standing
15 to prosecute this action as Receiver for IndyMac.

16 4. Upon information and belief, Defendant Fidelity National Title
17 Insurance Company ("Fidelity") is a California corporation with a principal
18 place of business located at 2510 N. Redhill Ave., Santa Ana, California 92705.

19 5. Upon information and belief, Defendant Andrea Kawawaki
20 ("Kawawaki") is an individual residing in Reseda, California. At all times
21 relevant to the events giving rise to this Complaint, Kawawaki was employed
22 by Fidelity as an escrow officer.

23 6. The FDIC is ignorant of the true names and capacities, whether
24 individual, corporate, associate or otherwise, of Defendants DOES 1 through
25 50, inclusive. The FDIC is informed and believes, and on that basis alleges that
26 each fictitious defendant was in some way responsible for, participated in, or
27 contributed to, the matters and things of which the FDIC complains herein and
28 in some fashion has legal responsibility therefor. When the exact nature and

1 identity of such fictitious defendants' responsibility for, participation in, and
 2 contribution to, the matters and things herein alleged is ascertained by the
 3 FDIC, it will seek to amend this Complaint and all proceedings herein to set
 4 forth the nature of these defendants' identities.

5 **FACTUAL BACKGROUND**

6 7. IndyMac was a federal savings bank that focused a core portion of
 7 its business on mortgage banking.

8 8. IndyMac required its escrow companies and settlement agents to
 9 abide by the terms of IndyMac's Lender's Closing Instructions (the "Closing
 10 Instructions"). Among other things, the Closing Instructions were designed to
 11 protect IndyMac from unknowingly issuing mortgage loans to borrowers with
 12 undisclosed mortgage debts or loans secured by properties that were the subject
 13 of a "flip."¹ For this reason, the Closing Instructions provide as follows:

14 **YOU ARE NOT AUTHORIZED TO CLOSE THIS LOAN IF:**

15 ...

16 (10) A transaction becomes known to you on or before the date
 17 of closing that involves the borrower(s) or if you have knowledge
 18 of a transaction involving the subject property in the last 180 days.
 19 Notify the lender, in writing, of the additional transaction to verify
 20 that it has been considered in our loan approval decision.

21 (Closing Instructions, p. 2, ¶ 10.)

22 9. Defendants ignored this requirement with respect to at least two
 23 separate mortgage transactions.

24 **A. The Razi Loan**

25
 26
 27 ¹ "Property flipping" is a species of mortgage fraud in which a property is
 28 bought and quickly resold to a straw buyer (who is often a participant in the
 scheme) at an artificially higher price. The conspirators profit from the instant
 resale and the straw buyer typically defaults on the loan.

1 10. On June 29, 2007, IndyMac funded mortgage loans for the
2 purchase of a property located at 18406 Calvert Street, Tarzana, California
3 91335 (the "Calvert Property"), for a borrower named Amin Razi ("Razi").

4 11. Fidelity provided title and escrow settlement services for the
5 transaction, and Kawawaki acted as Fidelity's settlement agent.

6 12. Razi purchased the Calvert Property for \$705,000, financed by two
7 IndyMac loans totaling \$669,750: a first mortgage of \$564,000, and a second
8 mortgage of \$105,750 (collectively, the "Razi Loan").

9 1. **Defendants' Concealment Of Information Regarding The**
10 **Calvert Property**

11 13. Defendants provided IndyMac with a final HUD-1 form, which
12 indicated that Razi purchased the Calvert Property from the John Doyle Trust
13 (the "Trust") for \$705,000. At the time that it funded these loans, IndyMac had
14 no reason to doubt that \$705,000 represented the arms-length sales price of the
15 Calvert Property. Based upon Defendants' representations, IndyMac issued the
16 Razi Loan.

17 14. Although the HUD-1 prepared by Fidelity and submitted to
18 IndyMac indicates that Razi purchased the Calvert Property directly from the
19 Trust, Razi actually purchased the Calvert Property from a company called
20 HKH Group, Inc. ("HKH").

21 15. Public records reveal that Fidelity closed two purchase transactions
22 involving the Calvert Property within the same escrow – a so-called "Double
23 Escrow" – without IndyMac's knowledge or consent. First, the Trust sold the
24 Calvert Property to HKH for \$515,000. Then, in the same escrow transaction,
25 HKH turned around and sold the Calvert Property to Razi for \$705,000.

26 16. Upon information and belief, Kawawaki was the settlement agent
27 who closed both of these transactions for Fidelity, and Fidelity recorded the
28 deeds for both property sales (*i.e.*, the sale from the Trust to HKH and the sale

1 from HKH to Razi). Thus, there can be no question that Defendants had full
2 knowledge of the transfer of the Calvert Property from the Trust to HKH.

3 17. Despite this knowledge (and although the Closing Instructions
4 prohibited Defendants from closing a loan if they had “knowledge of a
5 transaction involving the subject property in the last 180 days,” unless they first
6 disclosed the transaction to IndyMac in writing), Defendants did not inform
7 IndyMac in writing of the transfer of the Calvert Property from the Trust to
8 HKH.

9 18. Moreover, while Defendants represented to IndyMac that the arms-
10 length sales price of the Calvert Property was \$705,000, they knew that HKH
11 had acquired the property *that very same day* for nearly \$200,000 less.

12 19. Had IndyMac been aware that the Calvert Property was the subject
13 of a “Double Escrow” or that it had been sold to HKH for \$515,000 on the same
14 day that Razi bought the property for \$705,000, IndyMac would not have
15 approved the Razi Loan for \$669,750.

16 **2. Defendants’ Concealment Of Razi’s Other Debts**

17 20. The Closing Instructions prohibit a settlement agent from closing
18 escrow if the agent learns of a transaction involving the borrower on or before
19 the date of closing, unless the agent has notified IndyMac in writing of the
20 additional transaction. Razi did not list any other transactions on his loan
21 application, and Defendants did not disclose any additional transaction to
22 IndyMac before escrow closed on the Calvert Property.

23 21. Unbeknownst to IndyMac, however, Razi had just bought two
24 other homes within the two months leading up to his June 29, 2007 purchase of
25 the Calvert Property. Defendants served as the settlement agents for both of
26 those other transactions.

27 22. First, Razi purchased a property located at 4935 N. H Street, San
28 Bernardino, California 92407, on April 30, 2007 (the “H Street Property”). In

1 purchasing the H Street Property, Razi obtained a mortgage loan to finance the
2 transaction in the amount of \$480,000.

3 23. Second, Razi purchased a property located at 751 Riverton Ave.,
4 Sun Valley, California 91352, on May 17, 2007 (the "Riverton Property"). In
5 order to purchase the Riverton Property, Razi obtained a mortgage loan of
6 \$562,400.

7 24. As a result of these purchases, by the time Razi bought the Calvert
8 Property on June 29, 2007, he already had two existing mortgages which
9 amounted to a combined total debt of \$1,042,400.

10 25. Upon information and belief, Kawawaki served as Fidelity's
11 representative on the H Street Property and the Riverton Property, as well as the
12 Calvert Property. Thus, there can be no question that Defendants knew that
13 Razi had purchased these properties less than two months before he purchased
14 the Calvert Property, and knew of Razi's existing mortgage obligations on the
15 properties.

16 26. Defendants did not disclose Razi's purchase of either the H Street
17 Property or the Riverton Property in writing to IndyMac, nor did Defendants
18 inform IndyMac that Razi had already incurred more than \$1 million in
19 mortgage debts. Rather, Defendants concealed this information from IndyMac.

20 **B. The Jahanbakhsh Loan**

21 27. On October 9, 2007, IndyMac funded a mortgage loan for the
22 purchase of a property located at 1119-1121 Exposition Boulevard, Los
23 Angeles, California 90007 (the "Exposition Property") for a borrower named
24 Soheila Jahanbakhsh ("Jahanbakhsh").

25 28. Fidelity provided title and escrow settlement services for the
26 transaction, and Kawawaki acted as Fidelity's settlement agent.

27 29. Jahanbakhsh purchased the Exposition Property for \$550,000,
28 financed by a loan for \$495,000 issued by IndyMac (the "Jahanbakhsh Loan").

1 30. IndyMac's Lender's Closing Instructions prohibit a settlement
2 agent from closing escrow if a transaction becomes known to the settlement
3 agent on or before the date of closing that involves the borrower, unless that
4 transaction is disclosed to IndyMac. Defendants did not disclose any other
5 transactions involving Jahanbakhsh before escrow closed.

6 31. Unbeknownst to IndyMac, however, Jahanbakhsh had purchased
7 another property just a few days before IndyMac funded the Jahanbakhsh Loan.

8 32. Specifically, Jahanbakhsh purchased a condominium located at
9 5700 Etiwanda Ave., Unit 264, Los Angeles, California 91356 (the "Etiwanda
10 Property") for \$400,000, on October 4, 2007. In purchasing the Etiwanda
11 Property, Jahanbakhsh had obtained a mortgage loan to finance the transaction
12 in the amount of \$380,000.

13 33. Kawawaki served as Fidelity's representative on both the
14 Exposition Property and the Etiwanda Property. Thus, there can be no dispute
15 that Defendants knew that Jahanbakhsh purchased the Etiwanda Property a few
16 days before IndyMac funded the Jahanbakhsh Loan.

17 34. Defendants did not disclose Jahanbakhsh's purchase of the
18 Etiwanda Property to IndyMac in writing.

19 35. Had IndyMac been aware that Jahanbakhsh had incurred a
20 \$380,000 debt just a few days before she purchased the Exposition Property,
21 IndyMac would not have approved the Jahanbakhsh Loan.

22 **FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

23 **The Razi Loan**

24 **(Against All Defendants)**

25 36. Plaintiff FDIC refers to and incorporates by reference the
26 allegations contained in paragraphs 1 through 35 above, as if they were set forth
27 again in full.

28 37. Defendants entered into a contractual relationship with IndyMac

1 that is defined by IndyMac's Closing Instructions.

2 38. The Closing Instructions required Defendants to provide IndyMac
3 with written notice of any transactions involving the borrower or the property,
4 so that IndyMac could verify that such transactions had been considered in the
5 lending decision.

6 39. Despite this explicit direction, Defendants failed to provide such
7 written notice and proceeded with the loan closing on the Calvert Property
8 without authorization to do so.

9 40. Defendants violated the parties' agreement by failing to adhere to
10 the Closing Instructions

11 41. Had Defendants provided IndyMac with the written notice required
12 by the Closing Instructions, IndyMac never would have financed the purchase
13 of the Calvert Property.

14 42. The FDIC has been damaged because of Defendants' breach of the
15 Closing Instructions. The FDIC's damages are presently believed to be in
16 excess of \$415,000, plus interest, costs and attorneys' fees.

17 **SECOND CAUSE OF ACTION: INTENTIONAL FRAUD**

18 **The Razi Loan**

19 **(Against All Defendants)**

20 43. Plaintiff FDIC refers to and incorporates by reference the
21 allegations contained in paragraphs 1 through 42 above, as if they were set forth
22 again in full.

23 44. Defendants performed title and escrow services and provided
24 information to IndyMac in connection with the Razi Loan. Among other
25 things, Defendants agreed to abide by the terms of IndyMac's Closing
26 Instructions.

27 45. Pursuant to the Closing Instructions, Defendants were not
28 authorized to close the Razi Loan if they had "knowledge of a transaction

1 involving the subject property in the last 180 days” or “if a transaction [became]
2 known to [the settlement agent] on or before the date of closing that involves
3 the borrower(s).” The Closing Instructions required Defendants to notify
4 IndyMac, in writing, of any such transactions “to verify that it has been
5 considered in [IndyMac’s] loan approval decision.”

6 46. Defendants knew that the Calvert Property was the subject of
7 another sale, which took place on the same day that Razi purchased the Calvert
8 Property. Kawawaki operated as the settlement agent on both sales, and
9 Fidelity recorded the deeds for both transactions.

10 47. Defendants also knew that Razi had purchased two other
11 properties, and had assumed over \$1 million in other mortgage loans, less than
12 two months before IndyMac issued the Razi Loan. Kawawaki operated as
13 Fidelity’s representative on all three of these sales.

14 48. Defendants did not provide IndyMac with written notification that
15 the Calvert Property was the subject of another sale. Nor did Defendants notify
16 IndyMac of Razi’s two other home purchases or the mortgages associated with
17 those purchases. Instead, Defendants intentionally concealed the existence of
18 all of these transactions.

19 49. Upon information and belief, in concealing the other transactions
20 involving Razi and the Calvert Property, Defendants intended to induce
21 IndyMac to approve the funding of the Razi loan when it otherwise would not
22 have done so.

23 50. Defendants’ misrepresentations and/or omissions induced IndyMac
24 to fund a loan transaction that it otherwise would not have funded.

25 51. The FDIC has been damaged as a result of Defendants’ fraud. The
26 FDIC’s damages are presently believed to be in excess of \$415,000, plus
27 interest, costs and attorneys’ fees.

28 52. In committing the aforementioned despicable acts, Defendants

1 acted with oppression, fraud or malice and with the intent to defraud IndyMac,
2 which justifies the awarding of punitive damages in an amount to be proven at
3 trial.

4 **THIRD CAUSE OF ACTION: BREACH OF CONTRACT**

5 **The Jahanbakhsh Loan**

6 **(Against All Defendants)**

7 53. Plaintiff FDIC refers to and incorporates by reference the
8 allegations contained in paragraphs 1 through 52 above, as if they were set
9 forth again in full.

10 54. Defendants entered into a contractual relationship with IndyMac
11 that is defined by IndyMac's Closing Instructions.

12 55. The Closing Instructions required Defendants to provide IndyMac
13 with written notice of any other transactions involving the borrower, so that
14 IndyMac could verify that such transactions had been considered in the lending
15 decision.

16 56. Despite this explicit direction, Defendants failed to provide such
17 written notice and proceeded with the closing of the Jahanbakhsh Loan without
18 authorization to do so.

19 57. Defendants violated the parties' agreement by failing to adhere to
20 the Closing Instructions

21 58. Had Defendants provided IndyMac with the written notice required
22 by the Closing Instructions, IndyMac never would have financed the purchase
23 of the Exposition Property.

24 59. The FDIC has been damaged because of Defendants' breach of the
25 Closing Instructions. The FDIC's damages are presently believed to be in
26 excess of \$444,000, plus interest, costs and attorneys' fees.

27 ///

28 ///

DEMAND FOR RELIEF

WHEREFORE, the FDIC prays for judgment as follows:

1. For compensatory damages, according to proof at trial, against all Defendants, which are presently estimated to be not less than \$859,000;
2. For prejudgment interest at the legal rate;
3. For costs of suit and reasonable attorneys' fees incurred herein;
4. For punitive damages; and
5. For such other and further relief as the Court deems just and proper.

Dated: May 4, 2010

SNIPPER WAINER & MARKOFF

By 

Maurice Wainer

Attorneys for Plaintiff

Federal Deposit Insurance Corporation
as Receiver of IndyMac Bank, F.S.B.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC BANK, F.S.B. (b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases): Los Angeles		DEFENDANTS FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation; ANDREA KAWAWAKI, an individual County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only):	
(c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Maurice Wainer (SB#121678) SNIPPER, WAINER & MARKOFF 270 N. Canon Drive, Penthouse Beverly Hills, CA 90210 (310) 550-5770		Attorneys (If Known)	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%; text-align: center;">PTF DEF</td> <td style="width:10%; text-align: center;"><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; text-align: center;">PTF DEF</td> <td style="width:10%; text-align: center;"><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td colspan="2">Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> <td></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td colspan="2">Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> <td></td> </tr> </table>	Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State		<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation		<input type="checkbox"/> 6 <input type="checkbox"/> 6	
Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4														
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation		<input type="checkbox"/> 6 <input type="checkbox"/> 6															

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ 1,017,988.16

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 . 12 U.S.C. §1819 (b)(2)(A). 12 U.S.C. §1464(d)(2)(A); 12 USC §1821(c)(5).

VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input checked="" type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities /Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s):

FOR OFFICE USE ONLY: Case Number: SACV 10-00627

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which **EACH** named plaintiff resides (Use an additional sheet if necessary)

☐ Check here if the U.S. government, its agencies or employees is a named plaintiff.

LOS ANGELES.

List the California County, or State if other than California, in which **EACH** named defendant resides. (Use an additional sheet if necessary).

☐ Check here if the U.S. government, its agencies or employees is a named defendant.

Fidelity National Title Insurance Company - ORANGE.

Andrea Kawawaki - LOS ANGELES.

List the California County, or State if other than California, in which **EACH** claim arose. (Use an additional sheet if necessary)

Note: In land condemnation cases, use the location of the tract of land involved.

LOS ANGELES.

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date

May 5 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge David O. Carter and the assigned discovery Magistrate Judge is Arthur Nakazato.

The case number on all documents filed with the Court should read as follows:

SACV10- 627 DOC (ANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☒ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Maurice Wainer (SB#121678)
 SNIPPER, WAINER & MARKOFF
 270 N. Canon Drive, Penthouse
 Beverly Hills, CA 90210

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

FOR OFFICE USE ONLY

FEDERAL DEPOSIT INSURANCE
 CORPORATION as Receiver of INDYMAC BANK,
 F.S.B.

PLAINTIFF(S)

v.

FIDELITY NATIONAL TITLE INSURANCE
 COMPANY, a California corporation; ANDREA
 KAWAWAKI, an individual; and DOES 1 through 50,
 inclusive

DEFENDANT(S).

CASE NUMBER

SA CV 10-00627 Doc (AMK)

SUMMONS

TO: DEFENDANT(S): FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California
corporation; ANDREA KAWAWAKI, an individual; and DOES 1 through 50, inclusive

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Maurice Wainer, whose address is 270 North Canon Drive, Penthouse, Beverly Hills, California 90210. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 5/7/2010By: AMY GRAGERA

Deputy Clerk

(Seal of the Court)
 FOR OFFICE USE ONLY

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].